

ZB# 88-16

Robert Sorrentino

34-1-19

Prelim.
March 28, 1988

Public Hearing
Apr. 25, 1988.

Notice to
Sentinel
4/1/88 ✓

~~Collect fee~~ - Paid
4/26/88.

Area variance
granted on
4/25/88

#88-16 - Sorrentino, Robt. - Area Variances (Owner - Wortmann, Frank)

General Receipt

9762

TOWN OF NEW WINDSOR

555 Union Avenue
New Windsor, N. Y. 12550

April 27 19 88

Received of

MOD Inc

\$ 25 ⁰⁰

Twenty-five and

00
100

DOLLARS

For ZBA application. Re: Sorrentino/Wootman

#88-16

DISTRIBUTION:

FUND	CODE	AMOUNT
<u>CR# 1070</u>		<u>25.00</u>

By Pauline G. Townsend

Town Clerk

Title

Williamson Law Book Co., Rochester, N. Y. 14609

NEW WINDSOR ZONING BOARD OF APPEALS

In the Matter of the Application of
RALPH WORTMANN/ROBERT SORRENTINO

DECISION GRANTING
AREA VARIANCE

#88-16.

WHEREAS, RALPH WORTMANN, R. D. #1-Box 385, Bull Mine Road, Chester, N. Y. 10918 (owner) and ROBERT SORRENTINO, 5 Millrose Lane, Chestnut Ridge, N. Y. 10952 (contract purchaser), have made application before the Zoning Board of Appeals for area variances to construct a single family dwelling with insufficient lot area and street frontage on Weather Oak Hill an R-3 zone; and

WHEREAS, a public hearing was held on the 25th day of April, 1988 before the Zoning Board of Appeals at the Town Hall, New Windsor, New York; and

WHEREAS, Applicants appeared in behalf of themselves; and

WHEREAS, the application was opposed by some of the adjacent property owners; and

WHEREAS, the Zoning Board of Appeals of the Town of New Windsor makes the following findings in this matter:

1. The notice of public hearing was duly sent to residents and businesses as prescribed by law and published in The Sentinel, also as required by law.

2. The evidence shows that applicant is seeking area variances in order to construct a single family dwelling in an R-3 zone but does not have sufficient lot area and street frontage.

3. The evidence presented by Applicant substantiated the fact that Applicant cannot purchase additional property in order to meet bulk regulations.

4. The evidence shows that the applicant will encounter practical difficulty if the variances requested are not granted due to the fact that the property was zoned R-4 when it was purchased by owner and in March 1986 the zoning designation was changed to R-3 which requires additional lot area.

5. The requested variances will not result in substantial detriment to adjoining properties or change the character of the neighborhood which is residential in nature.

NOW, THEREFORE, BE IT

RESOLVED, that the Zoning Board of Appeals of the Town of New Windsor GRANT a lot area variance of 10,495 s.f. and 35 ft. street frontage as stated above in accordance with plans submitted to the Building Inspector and presented at the public hearing with a condition that the Building Inspector be apprised of the right-of-way which should be considered a street line and that the front yard setback should be measured from the point of right-of-way.

BE IT FURTHER,

RESOLVED, that the Secretary of the Zoning Board of Appeals of the Town of New Windsor transmit a copy of this decision to the Town Clerk, Town Planning Board and applicant.

Dated: May 9, 1988.

Chairman

TOWN OF NEW WINDSOR
ZONING BOARD OF APPEALS

APPLICATION FOR VARIANCE OR SPECIAL PERMIT

88-16

Date: 4/5/88

I. Applicant Information:

- (a) RALPH WORTMANN R.D.#1 Box 385 Bull Mine Rd. CHESTER, N.Y. 10918 782-5727
(Name, address and phone of Applicant) (Owner)
- (b) ROBERT SORRENTINO 5 MILLROSE LN. CHESTNUT RIDGE, N.Y. 10952 425-9133
(Name, address and phone of purchaser or lessee)
- (c) DANIEL BLOOM P.O. Box 4323 NEW WINDSOR, N.Y. 12550 561-6920
(Name, address and phone of attorney)
- (d) MICHAEL REIS P.O. Box 4290 NEW WINDSOR, N.Y. 12550 565-6690
(Name, address and phone of broker)

II. Application type:

- ☐ Use Variance ☐ Sign Variance
- ☒ Area Variance ☐ Interpretation

III. Property Information:

- (a) R-3 WEATHER OAK HILL 34-1-19 .51 ACRE
(Zone) (Address) (S B L) (Lot size)
- (b) What other zones lie within 500 ft.? SAME
- (c) Is a pending sale or lease subject to ZBA approval of this application? Yes
- (d) When was property purchased by present owner? 1974
- (e) Has property been subdivided previously? Yes When? 1976
- (f) Has property been subject of variance or special permit previously? No When?
- (g) Has an Order to Remedy Violation been issued against the property by the Zoning Inspector? No
- (h) Is there any outside storage at the property now or is any proposed? Describe in detail: No

IV. Use Variance:

- (a) Use Variance requested from New Windsor Zoning Local Law, Section , Table of Regs., Col. , to allow:
(Describe proposal)
-
-
-
-

- (b) The legal standard for a "Use" variance is unnecessary hardship. Describe why you feel unnecessary hardship will result unless the use variance is granted. Also set forth any efforts you have made to alleviate the hardship other than this application.

V. Area variance:

- (a) Area variance requested from New Windsor Zoning Local Law, Section 48-12, Table of USE/BULK Regs., Col. C+H.

Requirements	Proposed or Available	Variance Request
Min. Lot Area <u>32,670</u>	<u>22,175</u>	<u>10,495</u>
Min. Lot Width <u>100</u>	<u>120</u>	<u>-</u>
Reqd. Front Yd. <u>35</u>	<u>-</u>	<u>-</u>
Reqd. Side Yd. <u>15/30</u>	<u>30/46</u>	<u>4</u>
Reqd. Rear Yd. <u>40</u>	<u>-</u>	<u>-</u>
Reqd. Street Frontage* <u>60</u>	<u>25</u>	<u>35</u>
Max. Bldg. Hgt. <u>35'</u>		
Min. Floor Area*		
Dev. Coverage* <u>%</u>	<u>%</u>	<u>%</u>
Floor Area Ratio**		

* Residential Districts only

** Non-residential districts only

- (b) The legal standard for an "AREA" variance is practical difficulty. Describe why you feel practical difficulty will result unless the area variance is granted. Also, set forth any efforts you have made to alleviate the difficulty other than this application.

THE EXISTING PARCEL IS AS LARGE A LOT AS MOST OTHER BUILDING LOTS WITH EXISTING HOMES. NEITHER LAND OWNER CONTIGUOUS TO PARCEL IS WILLING TO SELL OFF ANY PART OF THEIR PROPERTY

VI. Sign Variance:

- (a) Variance requested from New Windsor Zoning Local Law, Section _____, Table of _____ Regs., Col. _____.

	Requirements	Proposed or Available	Variance Request
Sign 1			
Sign 2			
Sign 3			
Sign 4			
Sign 5			
Total	_____ sq.ft.	_____ sq.ft.	_____ sq.ft.

- (b) Describe in detail the sign(s) for which you seek a variance, and set forth your reasons for requiring extra or oversize signs.

- (c) What is total area in square feet of all signs on premises including signs on windows, face of building, and free-standing signs?

VII. Interpretation:

- (a) Interpretation requested of New Windsor Zoning Local Law, Section _____, Table of _____ Regs., Col. _____.

- (b) Describe in detail the proposal before the Board:

VIII. Additional comments:

- (a) Describe any conditions or safeguards you offer to ensure that the quality of the zone and neighboring zones is maintained or upgraded and that the intent and spirit of the New Windsor Zoning Local Law is fostered. (Trees, landscaping, curbs, lighting, paving, fencing, screening, sign limitations, utilities, drainage.)

THE ABANDONED CAR WILL BE REMOVED FROM PROPERTY.
AS MUCH OF THE NATURAL WOODS WILL BE LEFT INTACT TO
PRESERVE THE ENVIRONMENT.

IX. Attachments required:

- ☒ Copy of letter of referral from Bldg./Zoning Inspector.
- ☒ Copy of tax map showing adjacent properties.
- ☒ Copy of contract of sale, lease or franchise agreement.
- ☒ Copy(ies) of site plan or survey showing the size and location of the lot, the location of all buildings, facilities, utilities, access drives, parking areas, trees, landscaping, fencing, screening, signs, curbs, paving and streets within 200 ft. of the lot.
- ☒ Copy(ies) of sign(s) with dimensions.
- ☒ Check in the amount of \$ 25.00 payable to TOWN OF NEW WINDSOR.
- ☐ Photos of existing premises which show all present signs and landscaping.

X. AFFIDAVIT

Date

4-5-88

STATE OF NEW YORK)
COUNTY OF ORANGE)

SS.:

The undersigned Applicant, being duly sworn, deposes and states that the information, statements and representations contained in this application are true and accurate to the best of his knowledge or to the best of his information and belief. The applicant further understands and agrees that the Zoning Board of Appeals may take action to rescind any variance or permit granted if the conditions or situation presented herein are materially changed.

Ralph Wochman
(Applicant)

Sworn to before me this

5th day of *April*, 19*88*.

George C. Paffenbarger, Jr.

GEORGE C. PAFFENBARGER, JR.
Notary Public, State of New York
No. 4722143
Qualified in Orange County
Commission Expires *Jan* 30, 19*89*

XI. ZBA Action:

(a) Public Hearing date _____.

(b) Variance _____.

Special Perm. _____.

(c) Conditions and safeguards: _____

A FORMAL DECISION WILL FOLLOW
WHICH WILL BE ADOPTED BY
RESOLUTION OF ZONING BOARD OF APPEALS.



1763

TOWN OF NEW WINDSOR

555 UNION AVENUE
NEW WINDSOR, NEW YORK

file

April 26, 1988

Mr. Ralph Wortmann
R. D. 1 - Box 395
Bull Mill Road
Chester, N. Y. 10918

RE: APPLICATION FOR AREA VARIANCE
#88-16 - **WORTMANN/SORRENTINO**

Dear Mr. Wortmann:

This is to confirm that the Zoning Board of Appeals at its April 26, 1988 meeting voted to grant the above application for area variances.

Formal decision will be drafted some time in the future and acted upon by the Board. You will be receiving a copy by return mail.

Very truly yours,

A handwritten signature in cursive script that reads "Patricia A. Barnhart".

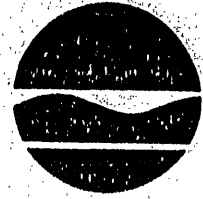
PATRICIA A. BARNHART
Secretary

/pab

Enclosure

cc: Town Planning Board
Michael Babcock, B. I.

New York State Department of Environmental Conservation
21 South Platt Corners Road, New Paltz, NY 12561
914-255-5453



Henry G. Williams
Commissioner

June 15, 1987

Ralph Wortmann
RD 1 Box 395
Bull Mill Road
Chester, NY 10918

Dear Mr. Wortmann:

Sorry for the late reply to my field inspection of your property in the Town of New Windsor.

After seeing your land on Weather Oak Road on March 17, 1987 I have the following to offer:

There appears to be no wetland on your property at its western boundary, however, that western boundary is within 100 feet of the edge of the wetland CO-3. At the south-west corner of your land it is approximately 75 feet \pm from the wetland edge. This means that any activities such as filling, digging, constructing, etc. within that last 25 feet of the western edge of your land would require a D.E.C. permit.

After your description of the corners of this piece of land, it would appear that a building site is available, where all structure, driveway, well etc. could be placed in such a way that no permit under Article 24 Freshwater Wetlands Law, would be required from the D.E.C.

If you need any further assistance, please feel free to contact me.

Sincerely,

Lance F. Kolts
Principal Fish & Wildlife
Technician
Region 3

LFK:sw

file

INTER-OFFICE CORRESPONDENCE

TO: BUILDING INSPECTOR BABCOCK
FROM: ZONING BOARD OF APPEALS
SUBJECT: APPLICATION FOR AREA VARIANCE #88-16
WORTMANN/SORRENTINO
DATE: April 26, 1988

As you know from previous correspondence, the ZBA voted to grant the above application for a lot area variance, however, the Board requested that you review in detail the application for a building permit when the time comes for actual construction of this single-family residence.

Please be advised that Mr. Earle Howard, who owns the adjacent lot, has a 25 ft. right-of-way for ingress and egress to his property. Also, Mr. Wortmann has a 25 ft. easement which is also adjacent to the property. Mr. Howard was present at the meeting held on April 25th before the ZBA and expressed concern that the single-family residence be constructed on the property so that it will not interfere with the ingress/egress to his lot. (Copy of tax map annexed hereto).

If you have any questions, please feel free to contact either myself or Jim Nugent.

Pat Barnhart

/pab

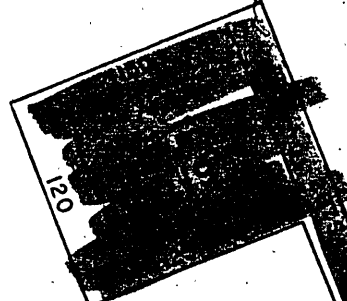
Attachment

4.1A

(3)

18

6.8A



120

135.2
(7)

(6)

10

120

(8)

12

120

(9)

13

120

(10)

14

120

SECTION 6

WEATHER - OAK

HILL

120

35

150

120

791

36

188

185.3

120

33

74.4

35.1

120

120

32

150

120

120

31

120

30

120

8

120

25

120

9

120

7

120

89.6

63.7

6

128.3

120

5

120

120

4

120

120

27

120

34.5

60.4

120

120

29

120

28

120

26

120

26

4

60

ROAD

225
150

WATER

Prelim.
March 28th

TOWN OF NEW WINDSOR
ORANGE COUNTY, N. Y.
OFFICE OF ZONING - BUILDING INSPECTOR

NOTICE OF DISAPPROVAL OF BUILDING PERMIT APPLICATION

File No.

Date MAR. 11, 1988

To ROBERT E. SORRENTINO
5 MILROSE LANE
CHESTNUT RIDGE, N.Y. 10952

PLEASE TAKE NOTICE that your application dated FEB 7, 1988
for permit to BUILD SINGLE-FAMILY HOME
at the premises located at WEATHER OAK HILL ROAD
R3 ZONE S-34 B-1 LOT 19

is returned herewith and disapproved on the following grounds:

- 1) LOT AREA REQ 32,670 PROPOSED 22,175 VARIANCE OF 10,495
- 2) REQ STREET FRONTAGE REQ 60' PROPOSED 25'
VARIANCE OF 35'

Michael P. Pabich
Building Inspector

Requirements
Min 105' x 55'

12,200

Proposed or
Available

Variance
Request

NOTICE OF DISAPPROVAL OF BUILDING PERMIT APPLICATION

File No.

Date MAR. 11, 1988To ROBERT E. SORRENTINO5 MILROSE LANECHESTNUT RIDGE, N.Y. 10952PLEASE TAKE NOTICE that your application dated FEB 7, 1988for permit to BUILD SINGLE-FAMILY HOMEat the premises located at WEATHER OAK HILL ROADR3 ZONE S-34 B-1 LOT 19

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 2) REQ STREET FRONTAGE REQ 60' PROPOSED 25'
VARIANCE OF 35'

Mohit Bhatia
 Building Inspector

Requirements	Proposed or Available	Variance Request
Min. Lot Area <u>32,670</u>	<u>22,175</u>	<u>10,495</u>
Min. Lot Width <u>100'</u>	<u>120</u>	
Reqd. Front Yd. <u>35'</u>		
Reqd. Side Yd. <u>15' 30"</u>	<u>30' 46"</u>	<u>1'</u>
Reqd. Rear Yd. <u>40'</u>		
Reqd. Street Frontage* <u>60'</u>	<u>25'</u>	<u>35'</u>
Max. Bldg. Hgt. <u>35'</u>		
Min. Floor Area*		
Dev. Coverage* %	%	%
Floor Area Ratio**		

* Residential Districts only
 ** Non-residential lots only

MOD INC.
5 MILROSE LANE
CHESTNUT RIDGE, NY 10952-4911

1050

55-2/212

PAY
TO THE
ORDER OF

Town of New Windsor
Two Hundred and Ten

2/16 1988

\$ 210.00

DOLLARS



FIRST FIDELITY BANK, N.A., New Jersey
Moonachie Office
250 Moonachie Road 204
Moonachie, N.J. 07074

FOR Building Permit

⑈001050⑈ ⑆021200025⑆ 70407 204 40⑈

- 5-INSULATION.
6-PLUMBING FINAL & FINAL. HAVE ON HAND ELECTRICAL INSPECTION
UNDERWRITERS, AND FINAL CERTIFIED PLOT PLAN. BUILDING IS TO BE COMPLETE AT THE
7-DRIVEWAY INSPECTION MUST MEET APPROVAL OF TOWN HIGHWAY INSPECTOR.
8-\$20.00 CHARGE FOR ANY SITE THAT CALLS FOR THE SAME INSPECTION TWICE.
9-PERMIT NUMBER MUST BE CALLED IN WITH EACH INSPECTION.
10-THERE WILL BE NO INSPECTIONS UNLESS YELLOW PERMIT CARD IS POSTED.
11-SEWER PERMITS MUST BE OBTAINED ALONG WITH BUILDING PERMITS FOR NEW HOUSES.
12-SPETIC PERMIT MUST BE SUBMITTED WITH ENGINEER'S DRAWING & PERC TEST.
13-ROAD OPENING PERMITS MUST BE OBTAINED FROM TOWN CLERK'S OFFICE.

Name of Owner of Premises ROBERT E. SORRENTINO

Address 5 MILROSE LANE, CHESTNUT RIDGE, NY 10952 Phone 914-425-9133

Name of ^{SURVEYOR} Architect PAT. KENNEDY

Address NEW WINDSOR, N.Y. 12550 Phone 562-4873

Name of Contractor MIKE ROBINSON

Address SCRANTON, PA Phone 717-937-4056

State whether applicant is owner, lessee, agent, architect, engineer or builder. OWNER / BUILDER
If applicant is a corporation, signature of duly authorized officer.

ROBERT SORRENTINO
PRESIDENT, MOD, INC.
(Name and title of corporate officer)

1. On what street is property located? On the N side of WEATHER OAK HILL ROAD
(N. S. E. or W.)
and 912 feet from the intersection of MOORES HILL ROAD
2. Zone or use district in which premises are situated R-3
3. Tax Map description of property: Section 34 Block 1 Lot 19
4. State existing use and occupancy of premises and intended use and occupancy of proposed construction:
a. Existing use and occupancy VACANT LAND b. Intended use and occupancy SINGLE-FAMILY HOME
5. Nature of work (check which applicable): New Building ☒ Addition ☐ Alteration ☐ Repair ☐ Removal ☐
Demolition ☐ Other ☐
6. Size of lot: Front 125' x 251' Rear 150' Depth 130' Front Yard 40' Rear Yard 71' Side Yard 46'
Is this a corner lot? NO
44' x 44' x 26' x 18'



FIRST FIDELITY BANK, N.A., New Jersey
Moonachie Office
250 Moonachie Road 204
Moonachie, N.J. 07074

DOLLARS

FOR Building Permit

⑈001050⑈ ⑈021200025⑈ 70407 204 40⑈

5-INSULATION.

6-PLUMBING FINAL & FINAL. HAVE ON HAND ELECTRICAL INSPECTION

UNDERWRITERS, AND FINAL CERTIFIED PLOT PLAN. BUILDING IS TO BE COMPLETE AT THIS

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Name of Owner of Premises ROBERT E. SORRENTINO

Address 5 MILROSE LANE, CHESTNUT RIDGE, NY 10952 Phone 914-425-9133

Name of ^{SURVEYOR} Architect PAT. KENNEDY

Address NEW WINDSOR, NY 12550 Phone 562-4873

Name of Contractor MIKE ROBINSON

Address SCRANTON, PA Phone 717-937-4056

State whether applicant is owner, lessee, agent, architect, engineer or builder: OWNER / BUILDER

If applicant is a corporation, signature of duly authorized officer.

ROBERT SORRENTINO

PRESIDENT, M.P.D., INC.

(Name and title of corporate officer)

1. On what street is property located? On the N. side of WEATHER OAK HILL ROAD
(N. S. E. or W.)

and 912 feet from the intersection of MOORES HILL ROAD

2. Zone or use district in which premises are situated R-3

3. Tax Map description of property: Section 34 Block 1 Lot 19

4. State existing use and occupancy of premises and intended use and occupancy of proposed construction:

a. Existing use and occupancy VACANT LAND b. Intended use and occupancy SINGLE-FAMILY HOME

5. Nature of work (check which applicable): New Building ☒ Addition ☐ Alteration ☐ Repair ☐ Removal ☐

Demolition ☐ Other ☐

6. Size of lot: Front 125+25' Rear 150' Depth 120' Front Yard 40' Rear Yard 71' Side Yard 46'

Is this a corner lot? NO

7. Dimensions of entire new construction: Front 44' Rear 44' Depth 26' Height 18' Number of stories 2

8. If dwelling, number of dwelling units 1 Number of dwelling units on each floor 1/2

Number of bedrooms 3 Baths 2 Toilets 2

Heating Plant: Gas ☐ Oil ☐ Electric ☒ / Hot Air ☐ Hot Water ☐

If Garage, number of cars 2

9. If business, commercial or mixed occupancy, specify nature and extent of each type of use

10. Estimated cost \$38,000 Fee \$210 - TOWN OF NEW WINDSOR
(to be paid on filing this application)

Costs for the work described in the Application for Building Permit include the cost of all the construction and other work done in connection therewith, exclusive of the cost of the land. If final cost shall exceed estimated cost, an additional fee may be required before the issuance of Certificate of Occupancy.

TOWN OF NEW WINDSOR, ORANGE COUNTY, N. Y.

Examined.....19.....
 Approved.....19.....
 Disapproved a/c.....
 Permit No.

Office Of Building Inspector
 Michael L. Babcock
 Town Hall, 855 Union Avenue
 New Windsor, New York 12550
 Telephone 585-8807

Refer —
 Planning Board.....
 Highway.....
 Sewer.....
 Water.....
 Zoning Board of Appeals

APPLICATION FOR BUILDING PERMIT

Pursuant to New York State Building Code and Town Ordinances

Date FEBRUARY 7.....1988....

INSTRUCTIONS

- This application must be completely filled in by typewriter or in ink and submitted in duplicate to the Building Inspector.
- Plot plan showing location of lot and buildings on premises, relationship to adjoining premises or public streets or areas, and giving a detailed description of layout of property must be drawn on the diagram which is part of this application.
- This application must be accompanied by two complete sets of plans showing proposed construction and two complete sets of specifications. Plans and specifications shall describe the nature of the work to be performed, the materials and equipment to be used and installed and details of structural, mechanical and plumbing installations.
- The work covered by this application may not be commenced before the issuance of a Building Permit.
- Upon approval of this application, the Building Inspector will issue a Building Permit to the applicant together with approved set of plans and specifications. Such permit and approved plans and specifications shall be kept on the premises, available for inspection throughout the progress of the work.
- No building shall be occupied or used in whole or in part for any purpose whatever until a Certificate of Occupancy shall have been granted by the Building Inspector.

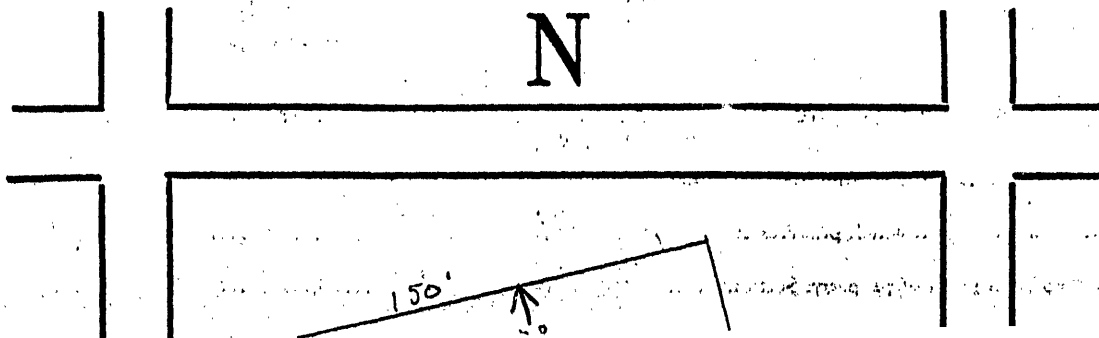
APPLICATION IS HEREBY MADE to the Building Inspector for the issuance of a Building Permit pursuant to the New York Building Construction Code Ordinances of the Town of New Windsor for the construction of buildings, additions or alterations, or for removal or demolition or use of property, as herein described. The applicant agrees to comply with all applicable laws, ordinances, regulations and certifies that he is the owner or agent of all that certain lot, piece or parcel of land and/or building described in this application and if not the owner, that he has been duly and properly authorized to make this application and to assume responsibility for the owner in connection with this application.

(Signature of Applicant)

5 HILROSE LANE CHESTNUT RIDGE, N.Y. 10952-4911
 (Address of Applicant)

PLOT PLAN

NOTE: Locate all buildings and indicate all set-back dimensions.
 Applicant must indicate the building line or lines clearly and distinctly on the drawings.



Planning Board.....
Highway.....
Sewer.....
Water.....
Zoning Board of Appeals

Pursuant to New York State Building Code and Town Ordinances

Date FEBRUARY 7 1988

INSTRUCTIONS

- This application must be completely filled in by typewriter or in ink and submitted in duplicate to the Building Inspector.
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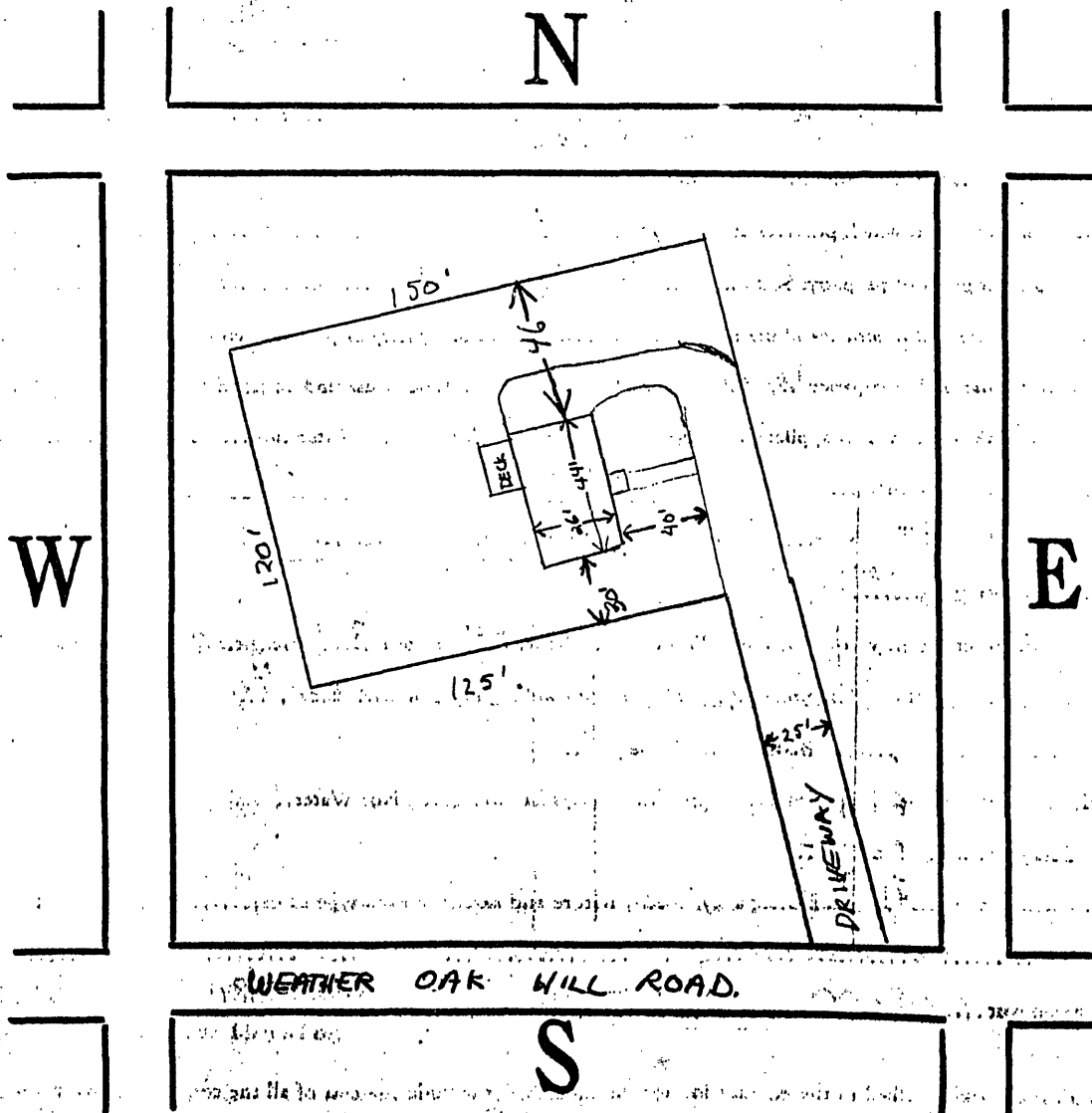
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[Signature]
(Signature of Applicant)

5 MIKROSE LANE, CHESTNUT RIDGE, N.Y. 10952-4911
(Address of Applicant)

PLOT PLAN

NOTE: Locate all buildings and indicate all set-back dimensions.
Applicant must indicate the building line or lines clearly and distinctly on the drawings.



4/25/88 Public Hearing - Wortmann/Sorrentino

	Name:	Address:
objects ✓	✓ Mike & Vickie Podorn	22 Weather Oak Hill
	Luck & Earl Howard ✓	18 " " "
objects ✓	✓ James + Gerardine Gailagher	20 " " "
	Elaine Magwood	19 Weather Oak Hill
	John P. Pless	23 Weather Oak Hill
	Harold H. Gold	25 Weather Oak Hill
	Betty Pless	23 Weather Oak Hill

PUBLIC NOTICE OF HEARING BEFORE
ZONING BOARD OF APPEALS
TOWN OF NEW WINDSOR

PLEASE TAKE NOTICE that the Zoning Board of Appeals
of the TOWN OF NEW WINDSOR, New York will hold a
Public Hearing pursuant to Section 48-34A of the
Zoning Local Law on the following proposition:

Appeal No. 16

Request of RALPH WORTMANN

for a VARIANCE of
the regulations of the Zoning Local Law to
permit TO BUILD A SINGLE FAMILY RESIDENCE
WITH INSUFFICIENT LOT AREA

being a VARIANCE of
Section 48-12 TABLE OF USE/BULK REGS. COL. C+H
for property situated as follows:

VACANT LOT ON WEATHER OAK HILL

SECTION 34 BLK. 1 LOT 19 NEW WINDSOR, N.Y.

SAID HEARING will take place on the 25 day of
APRIL, 1984, at the New Windsor Town Hall,
555 Union Avenue, New Windsor, N. Y. beginning at
7:30 o'clock P. M.

James Nugent
Chairman



1763

TOWN OF NEW WINDSOR

555 UNION AVENUE
NEW WINDSOR, NEW YORK

(23)

March 31, 1988

Mr. Robert Sorrentino
5 Millrose Lane
Chestnut Ridge, NY 10952

Re: 34-1-19 - Ralph Wortmann

Dear Mr. Sorrentino:

According to our records, the attached list of property owners are within five hundred (500) feet of the above mentioned property.

The charge for this service is \$45.00, minus your deposit of \$25.00.

Please remit same to the Town Clerk, Town of New Windsor, NY.

Very truly yours,

Christian E. Jahrling / po
CHRISTIAN E. JAHRLING, IAO
SOLE ASSESSOR

CEJ/po
Attachments

Vails Gate Fire Co., Inc.
Route 94
New Windsor, NY 12550

Brown, Irene V.
Vomund, Dorothy
Vesely, Mary & Stanley
c/o Stanley Vesely
8 Wolcott Rd.
Beverly, Massachusetts 01915

Sabatino, Aniello Neil & Gloria Marie
16 Weather Oak Hill
New Windsor, NY 12550

Howard, Earle F. & Ruth G.
18 Weather Oak Hill
New Windsor, NY 12550

Gallagher, Jr. James P. &
Geraldine P.
20 Weather Oak Hill
New Windsor, NY 12550

Poidomani, Michael A. & Vickie
22 Weather Oak Hill
New Windsor, NY 12550

Wortmann, Frank
Box 393B Moores Hill Rd.
New Windsor, NY 12550

Dominques, Carlos & Aurora
26 Weather Oak Hill
New Windsor, NY 12550

Reedy, Bruce K. & Silvia
26 Weather Oak Hill
New Windsor, NY 12550

Hansen, Dorothy H. & Robert L.
30 Weather Oak Hill
New Windsor, NY 12550

Wortmann, Sandra
32 Weather Oak Hill
New Windsor, NY 12550

Fahr, William
34 Weather Oak Hill
New Windsor, NY 12550

Dr. Mohammed H. Khan, ETAL
16 Green Bower Lane
Spring Valley, NY 10977

Equipment Rebuilders Holding Corp.
609 Broadway
Westwood, NJ 07675

Crinieri, Joseph L. & Clara M
15 Weather Oak Hill
New Windsor, NY 12550

Vigliotti, Pasquale A. & Mary E.
17 Weather Oak Hill
New Windsor, NY 12550

Magwood, Quincy & Elaine C.
19 Weather Oak Hill
New Windsor, NY 12550

Ryan, James & Mary Ann
21 Weather Oak Hill
New Windsor, NY 12550

Preuss, Howard E.
23 Weather Oak Hill
New Windsor, NY 12550

Goldman, Leonard M.
239 Greenfield St.
Fairfield, Connecticut 06430-4401

Sloan, Harold K.
27 Weather Oak Hill
New Windsor, NY 12550

Yuen, Wai Lim & Wai Yee
29 Weather Oak Hill
New Windsor, NY 12550

Hornibrook, Walter J. & Bernice J.
31 Weather Oak Hill
New Windsor, NY 12550

WARNING:

NO REPRESENTATION IS MADE THAT THIS FORM OF CONTRACT FOR THE SALE AND PURCHASE OF REAL ESTATE COMPLIES WITH SECTION 5-702 OF THE GENERAL OBLIGATIONS LAW ("PLAIN ENGLISH"). CONSULT YOUR LAWYER BEFORE SIGNING IT.

NOTE: FIRE AND CASUALTY LOSSES:

This contract form does not provide for what happens in the event of fire or casualty loss before the title closing. Unless different provision is made in this contract, Section 5-1311 of the General Obligations Law will apply. One part of that law makes a purchaser responsible for fire and casualty loss upon taking of title to or possession of the premises.

CONTRACT OF SALE made as of the 5th day of ~~February~~ April, 19 88
BETWEEN

RALPH WORTMANN, residing at

Address: R.D.#1, Box 395, Bull Mill Road, Chester, New York 10918,
hereinafter called "SELLER", who agrees to sell;

and ROBERT SORRENTINO, residing at

Address: 5 Millrose Lane, Chestnut Ridge, New York 10952,

hereinafter called "PURCHASER" who agrees to buy the property, including all buildings and improvements thereon (the "PREMISES"), more fully described as, all that certain plot, piece or parcel of land, with the buildings and improvements thereon erected, situate, lying and being in the Town of New Windsor, County of Orange, State of New York, and more particularly described as Lot #4 on a certain map entitled "Subdivision for Frank Wortmann and Ralph Wortmann" filed in the Orange County Clerk's Office on April 3, 1979 as Map \$4862.

BEING the same premises conveyed to Ralph Wortmann, the Seller herein, by Deed from Frank R. Wortmann, Sandra Wortmann and Ralph Wortmann, dated November 28, 1980 and recorded in the Orange County Clerk's Office on February 13, 1981 in Liber 1047 of Deeds at Page 2187.

This is vacant land.

CONTRACT OF SALE made as of the 5th day of ~~February~~ April, 1988
BETWEEN

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BEING the same premises conveyed to Ralph Wortmann, the Seller herein, by Deed from Frank R. Wortmann, Sandra Wortmann and Ralph Wortmann, dated November 28, 1980 and recorded in the Orange County Clerk's Office on February 13, 1981 in Liber 1047 of Deeds at Page 2187.

This is vacant land.

Also known as: Street Address: Weather Oak Hill Road, New Windsor, New York 12550.

Tax Map Designation: Sec. 34 Block 1 Lot 19 Town of New Windsor

Together with SELLER'S interest, if any, in streets and unpaid awards as set forth in Paragraph 9.

The sale also includes all fixtures and articles of personal property attached to or used in connection with the PREMISES, unless specifically excluded below. SELLER states that they are paid for and owned by SELLER free and clear of any lien other than the EXISTING MORTGAGE(S). They include but are not limited to plumbing, heating, lighting and cooking fixtures, bathroom and kitchen cabinets, mantels, door mirrors, venetian blinds, shades, screens, awnings, storm windows, window boxes, storm doors, mail boxes, weather vanes, flag poles, pumps, shrubbery, fencing, outdoor statuary, tool sheds, dishwashers, washing machines, clothes dryers, garbage disposal units, ranges, refrigerators, freezers, air conditioning equipment and installations, and wall to wall carpeting.

1. (a) The purchase price is \$ 33,000.00

Paid on Binder	\$ 300.00
On the signing of this contract, by check subject to collection:	\$ 3,000.00

PETA POKOK HIMPUNAN

TO BE PAID
~~BALANCE~~ AT CLOSING: \$ 13,200.00

(b) If this sale is subject to an EXISTING MORTGAGE, the Purchase Money Note and Mortgage will also provide that it will remain subject to the prior lien of any EXISTING MORTGAGE even though the EXISTING MORTGAGE is extended or modified in good faith. The Purchase Money Note and Mortgage shall be drawn on the standard form of New York Board of Title Underwriters by the attorney for SELLER. PURCHASER shall pay the mortgage recording tax, recording fees and the attorney's fee in the amount of \$ _____ for its preparation.

(c) If any required payments are made on an EXISTING MORTGAGE between now and CLOSING which reduce the unpaid principal amount of an EXISTING MORTGAGE below the amount shown in paragraph 2, then the balance of the price payable at CLOSING will be adjusted. SELLER agrees that the amount shown in Paragraph 2 is reasonably correct and that only payments required by the EXISTING MORTGAGE will be made.

(d) If there is a mortgage escrow account that is maintained for the purpose of paying taxes or insurance, etc., SELLER shall assign it to PURCHASER, if it can be assigned. In that event PURCHASER shall pay the amount into the escrow account to SELLER at CLOSING.

2. The RBDA will examine and submit to the commission a list of "HIGH RISK MORTGAGE" as follows:

Զուգահեռաբար՝ քաղաքի քաղաքացիական իրավունքների հարցում համայնքի քաղաքացիները չեն կարող հանդիսանալ իրավունքների սահմանափակման օբյեկտներ։ Քաղաքացիական իրավունքների սահմանափակումը կարող է իրականացվել միայն համայնքի քաղաքացիների կողմից և միայն համայնքի քաղաքացիների շահերի պաշտպանության նպատակով։

EXISTING MORTGAGE

3. All money payable under this contract unless otherwise specified, shall be either:

a. Cash, but not over one thousand (\$1,000.00) Dollars,
b. Good certified check of PURCHASER, or official check of any bank, savings bank, trust company, or savings and loan association having a banking office in the State of New York, payable to the order of SELLER, or to the order of PURCHASER and duly endorsed by PURCHASER (if an individual) to the order of SELLER in the presence of SELLER or SELLER'S attorney.

c. Money other than the purchase price, payable to SELLER at CLOSING, may be by check of PURCHASER up to the amount of FIVE HUNDRED _____ (\$ 500.00) dollars, or

d. As otherwise agreed to in writing by SELLER or SELLER'S attorney.

1. (a) The purchase price is \$ 33,000.00

Payable as follows:

Purchase
Price:

Paid on Binder \$ 300.00
On the signing of this contract, by check subject to collection: \$ 3,000.00

XX \$

XX \$

TO BE PAID

~~BALANCE~~ AT CLOSING: \$ 13,200.00

NOTE: See paragraph 26 for details as to payment of balance of purchase

(b) If this sale is subject to an EXISTING MORTGAGE, the Purchase Money Note and Mortgage will also provide that it will remain subject to the prior lien of any EXISTING MORTGAGE even though the EXISTING MORTGAGE is extended or modified in good faith. The Purchase Money Note and Mortgage shall be drawn on the standard form of New York Board of Title Underwriters by the attorney for SELLER. PURCHASER shall pay the mortgage recording tax, recording fees and the attorney's fee in the amount of \$ for its preparation.

(c) If any required payments are made on an EXISTING MORTGAGE between now and CLOSING which reduce the unpaid principal amount of an EXISTING MORTGAGE below the amount shown in paragraph 2, then the balance of the price payable at CLOSING will be adjusted. SELLER agrees that the amount shown in Paragraph 2 is reasonably correct and that only payments required by the EXISTING MORTGAGE will be made.

(d) If there is a mortgage escrow account that is maintained for the purpose of paying taxes or insurance etc. SELLER shall assign it to PURCHASER, if it can be assigned. In that event PURCHASER shall pay the amount in the escrow account to SELLER at CLOSING.

2. The PREMISES will be subject to the mortgage of an EXISTING MORTGAGE as follows:

Existing
Mortgage(s):

XX
XX
XX
XX

SELLER hereby warrants that the EXISTING MORTGAGE is a valid and enforceable lien on the PREMISES and that the same is not in default at the time of this contract. SELLER shall pay the amount of the EXISTING MORTGAGE at CLOSING.

3. All money payable under this contract unless otherwise specified, shall be either:

Acceptable
Funds:

- Cash, but not over one thousand (\$1,000.00) Dollars,
- Good certified check of PURCHASER, or official check of any bank, savings bank, trust company, or savings and loan association having a banking office in the State of New York, payable to the order of SELLER, or to the order of PURCHASER and duly endorsed by PURCHASER (if an individual) to the order of SELLER in the presence of SELLER or SELLER'S attorney.
- Money other than the purchase price, payable to SELLER at CLOSING, may be by check of PURCHASER up to the amount of FIVE HUNDRED ----- (\$ 500.00) dollars, or
- As otherwise agreed to in writing by SELLER or SELLER'S attorney.

4. The PREMISES are to be transferred subject to:

"Subject to"
Provisions:

- Laws and governmental regulations that affect the use and maintenance of the PREMISES, provided that the are not violated by the buildings and improvements erected on the PREMISES.
- Consents for the erection of any structures on, under or above any streets on which the PREMISES abut. ~~XX~~
- Any state of facts shown by an accurate survey provided it does not render title unmarketable.

Title
Company

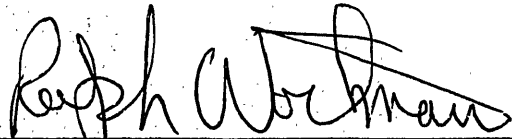
5. SELLER shall give and PURCHASER shall accept such title as any title company authorized to do business in New York State, a member of the New York Board of Title Underwriters will be willing to approve and insure in accordance with their standard form title policy, subject only to the matters provided for in this contract.

RIDER TO CONTRACT BETWEEN RALPH
WORTMANN, AS SELLER, AND ROBERT
SORRENTINO, AS PURCHASER, DATED
APRIL 5th, 1988.

25. This contract must be closed on or before September 30, 1988, If Purchaser fails to close on that date, Seller may declare Purchaser in default and may either renegotiate a new price with Purchaser, or may retain the money paid down on the contract as liquidated damages and declare the Contract at an end with no further liability then remaining on the part of either party.

26. The Purchaser shall pay the balance of the purchase price of \$16,500.00 in two equal installments following the closing. Each payment shall be made in the amount of \$8,250.00. The first such payment shall be made forty-five (45) days following closing; the second such payment shall be made ninety (90) days following the closing. As security for such payments the attorney for the Purchaser shall hold the deed from said property in escrow and will not release it to the Purchaser or for recording until the payments required by this paragraph shall have been completed by the Purchaser. Release of the deed shall be upon written authorization from the Seller that the payments have been completed.

27. Seller agrees to have abandoned vehicle removed from said property.



Ralph Wortmann

Robert Sorrentino

SUPPLEMENTARY

RIDER TO CONTRACT OF SALE

SORRENTINO from WORTMANN

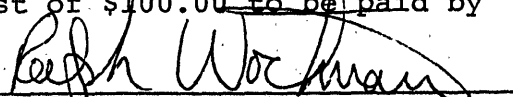
Anything to the contrary herein notwithstanding, it is further specifically understood and agreed by and between the parties hereto as follows:

1. As a condition precedent to closing, seller represents and warrants as follows:
 - (a) At no time to the knowledge of seller have the premises been used for the generation, storage or disposal of Hazardous Materials or as a land-fill or other waste disposal site. There are not now, nor have there ever been to the knowledge of seller, underground storage tanks on the premises.
 - (b) To the best of his knowledge, seller and the the premises are in full compliance with all laws, regulations, rules, or requirements of law of the Federal, State and local municipalities relating to the pollution or protection of the environment (including without limitation, air, water and land) and with all permits or licenses issued thereunder. To the best of his knowledge, no event has occurred which, with the passage of time or the giving of notice or both, would constitute noncompliance with such environmental laws.
 - (c) To the best of his knowledge, there are no agreements, consent orders, decrees, judgments, license or permit-conditions, or other directives, issued by a municipal department or agency which relate to the future use of the premises or require any change in the present condition of the premises.
 - (d) There are no actions, suits, claims or proceedings relating to a violation or noncompliance with any environmental law or with respect to the disposal, discharge or release of Hazardous Materials at or from the premises.
 - (e) Seller has not received any notice from its insurance carrier or mortgagee as to recommendations made regarding Hazardous Materials at the premises, and seller has not been denied insurance coverage (nor has any insurance coverage been canceled) by reason of Hazardous Materials at the premises.
2. Seller covenants that he will not, prior to the closing:
 - (a) make any change in the present use of the premises.
 - (b) generate, store or dispose of Hazardous Materials on or from the premises nor allow others to do so.

3. Seller further covenants, pending closing, that he will:
- (a) comply with all environmental laws.
 - (b) allow buyer and its agents reasonable access to the premises for purposes of ascertaining site conditions and for inspection of the premises prior to closing.
4. This contract is subject to purchasers securing at their sole expense, within ten (10) days of execution of this contract by sellers, a radon inspection of the premises which shall be satisfactory to purchasers, within their sole discretion.
5. Seller warrants that the premises are not located in a Federally designated Flood Zone. If it is determined, prior to closing, that the premises are, in fact, located in a Flood Zone, the purchasers may declare this contract null and void and secure a refund of all earnest moneys deposited hereunder.
6. ~~Paragraph 25 of the annexed printed form of contract is hereby amended to provide that the purchaser shall have a reasonable time to examine the same and to make any objections thereto within the time specified in the contract. The purchaser shall be deemed to have accepted the same if no objections are made within the time specified. The purchaser shall be deemed to have accepted the same if no objections are made within the time specified. The purchaser shall be deemed to have accepted the same if no objections are made within the time specified.~~
7. Paragraph 26 of the annexed printed form of agreement is hereby amended to read as follows:

The seller hereby agrees to take back a purchase money mortgage in the amount of \$16,500.00 at closing of title upon the following terms and conditions:

- (a) Term - 90 days.
- (b) Payment on principal in the amount of \$8,250.00 shall be paid on the forty-fifth (45) day after execution of the bond and mortgage.
- (c) Said bond and mortgage may be prepaid at any time without penalty.
- (d) Interest rate annually shall be eleven (11) percent.
- (e) Said mortgage shall be subordinated to a construction mortgage in an amount not to exceed \$90,000.00.
- (f) Said mortgage and mortgage note shall be prepared by attorney for Seller at a cost of \$100.00 to be paid by Purchaser.


Ralph Wortmann

Robert Sorrentino

6. "CLOSING" means the settlement of the obligations of SELLER and PURCHASER to each other under this contract, including the payment of the purchase price to SELLER, and the delivery to PURCHASER of a Bargain & Sale without covenant deed in proper statutory form for recording so as to transfer full ownership (i.e. simple title) to the PREMISES, free of all encumbrances except as herein stated. The deed will contain a covenant by SELLER as required by Section 13 of the Lien Law.

If SELLER is a corporation, it will deliver to PURCHASER at the time of CLOSING (a) a resolution of its Board of Directors authorizing the sale and delivery of the deed, and (b) a certificate by the Secretary or Assistant Secretary of the corporation certifying such resolution and setting forth facts showing that the transfer is in conformity with the requirements of Section 909 of the Business Corporation Law. The deed in such case shall contain a recital sufficient to establish compliance with that section.

7. CLOSING will take place at the office of George C. Paffenbarger, Jr., 107 Stage Road, Monroe, New York at 10:00 A.M. o'clock on or before September 30, 1988.

8. PURCHASER hereby states that PURCHASER has not dealt with any broker in connection with this sale other than CAPICCHIONI, INC. REALTORS and SELLER agrees to pay the broker the commission earned thereby (pursuant to separate agreement).

9. This sale includes all of SELLER's ownership and rights, if any, in any land lying in the bed of any street or highway, opened or proposed, in front of or adjoining the PREMISES to the center line thereof. It also includes any right of SELLER to any unpaid award by reason of any taking by condemnation and/or for any damage to the PREMISES by reason of change of grade of any street or highway. SELLER will deliver at no additional cost to PURCHASER, at CLOSING, or thereafter, on demand, any documents which PURCHASER may require to collect the award and damages.

10. SELLER agrees to deliver to PURCHASER AT CLOSING, a certificate dated not more than thirty (30) days before CLOSING signed by the holder of each EXISTING MORTGAGE, in form for recording, certifying the amount of the unpaid principal and interest, date of maturity, and rate of interest.

SELLER shall pay the fees for recording such certificate. If the holder of a mortgage is a bank or other institution as defined in Section 27-ba, Real Property Law, it may, instead of the certificate, furnish an unqualified letter dated not more than thirty (30) days before CLOSING containing the same information. SELLER hereby states that no EXISTING MORTGAGE will not be in default at the time of CLOSING.

11. a. SELLER will comply with all notes or notices of violations of law or municipal ordinances, orders or requirements noted in or issued by any governmental department having authority as to lands, housing, buildings, fire, health and labor conditions affecting the PREMISES at the date hereof. The PREMISES shall be transferred free of them at CLOSING and SELLER shall furnish PURCHASER with any authorizations necessary to make the searches that could disclose these matters.

12. SELLER shall deliver to PURCHASER at CLOSING, a certificate from the Administrative Code of the City of New York, in form for recording, certifying the amount of the unpaid principal and interest, date of maturity, and rate of interest.

13. The following are to be apportioned as of the day of CLOSING:

(a) Taxes, water charges and sewer rents, on the basis of the fiscal period for which assessed. (b) Bank charges and interest.

If CLOSING shall occur before a new tax rate is fixed, the apportionment of taxes shall be upon the basis of the old tax rate for the preceding period applied to the latest assessed valuation.

Any errors or omissions in computing apportionments at CLOSING shall be corrected. This provision shall survive CLOSING.

14. SELLER shall deliver to PURCHASER at CLOSING, a certificate from the Administrative Code of the City of New York, in form for recording, certifying the amount of the unpaid principal and interest, date of maturity, and rate of interest.

15. SELLER has the option to credit PURCHASER

...in conformity with the
Section 305 of the Business Corporation Law. The deed in such case shall contain a recital sufficient
to establish compliance with that section.

7. CLOSING will take place at the office of George C. Paffenbarger, Jr., 107 Stage
Road, Monroe, New York
at 10:00 A.M. o'clock on or before September 30, 1988.

8. PURCHASER hereby states that PURCHASER has not dealt with any broker in connection with this sale other
than CAPICCHIONI, INC. REALTORS
and SELLER agrees to pay the broker the commission earned thereby (pursuant to separate agreement).

and
ent of
Awards:

9. This sale includes all of SELLER's ownership and rights, if any, in any land lying in the bed of any street or highway,
opened or proposed, in front of or adjoining the PREMISES to the center line thereof. It also includes any right of
SELLER to any unpaid award by reason of any taking by condemnation and/or for any damage to the PREMISES by
reason of change of grade of any street or highway. SELLER will deliver at no additional cost to PURCHASER, at
CLOSING, or thereafter, on demand, any documents which PURCHASER may require to collect the award and
damages.

as to
as to
as to

10. SELLER agrees to deliver to PURCHASER AT CLOSING, a certificate, dated not more than thirty (30) days before
CLOSING signed by the holder of each EXISTING MORTGAGE, in form for recording, certifying the amount of the
unpaid principal and interest, date of maturity, and rate of interest.

SELLER shall pay the fees for recording such certificate. If the holder of a mortgage is a bank or other institution as
defined in Section 27-ba, Real Property Law, it may, instead of the certificate, furnish an unqualified letter dated not
more than thirty (30) days before CLOSING containing the same information. SELLER hereby states that any
EXISTING MORTGAGE will not be in default at the time of CLOSING.

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11. a. SELLER will comply with all notes or notices of violations of law or municipal ordinances, orders or
requirements noted in or issued by any governmental department having authority as to lands, housing, buildings,
fire, health and labor conditions affecting the PREMISES at the date hereof. The PREMISES shall be transferred free
of them at CLOSING and SELLER shall furnish PURCHASER with any
authorizations necessary to make the searches that could disclose these matters.

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of New

~~SELLER shall be responsible for the payment of all taxes, assessments, water charges and sewer rents, together with any interest and penalties thereon, to a date not less than five business days after CLOSING, provided that official bills therefor computed to said date are produced at CLOSING.~~

ent

~~SELLER shall be responsible for the payment of all taxes, assessments, water charges and sewer rents, together with any interest and penalties thereon, to a date not less than five business days after CLOSING, provided that official bills therefor computed to said date are produced at CLOSING.~~

ent

13. The following are to be apportioned as of the day of CLOSING:

~~SELLER shall be responsible for the payment of all taxes, assessments, water charges and sewer rents, together with any interest and penalties thereon, to a date not less than five business days after CLOSING, provided that official bills therefor computed to said date are produced at CLOSING.~~ (d) Taxes, water charges and sewer rents, on
the basis of the fiscal period for which assessed. ~~SELLER shall be responsible for the payment of all taxes, assessments, water charges and sewer rents, together with any interest and penalties thereon, to a date not less than five business days after CLOSING, provided that official bills therefor computed to said date are produced at CLOSING.~~

If CLOSING shall occur before a new tax rate is fixed, the apportionment of taxes shall be upon the basis of the
old tax rate for the preceding period applied to the latest assessed valuation.

Any errors or omissions in computing apportionments at CLOSING shall be corrected. This provision shall
survive CLOSING.

~~SELLER shall be responsible for the payment of all taxes, assessments, water charges and sewer rents, together with any interest and penalties thereon, to a date not less than five business days after CLOSING, provided that official bills therefor computed to said date are produced at CLOSING.~~

ent
s. etc

15. SELLER has the option to credit PURCHASER as an adjustment of the purchase price with the amount of any
unpaid taxes, assessments, water charges and sewer rents, together with any interest and penalties thereon to a date
not less than five business days after CLOSING, provided that official bills therefor computed to said date are
produced at CLOSING.

16. If there is anything else affecting the sale which SELLER is obligated to pay and discharge at CLOSING, SELLER
may use any portion of the balance of the purchase price to discharge it. As an alternative, SELLER may deposit
money with the title insurance company employed by PURCHASER required by it to assure its discharge, but only if
the title insurance company will insure PURCHASER'S title clear of the matter or insure against its enforcement out of
the PREMISES. Upon request made within a reasonable time before CLOSING, PURCHASER agrees to provide
separate certified checks as requested to assist in clearing up these matters.

17. If a title examination discloses judgments, bankruptcies or other returns against persons having names the same
as or similar to that of SELLER, SELLER shall deliver a satisfactory detailed affidavit at CLOSING showing that they
are not against SELLER.

18. At CLOSING, SELLER shall deliver a ~~certified~~ check payable to the County officer in the amount of any applicable transfer and/or recording tax payable by reason of the delivery and recording of the deed, together with any required tax return. PURCHASER agrees to duly complete the tax return and to cause the check(s) and the tax return to be delivered to the appropriate officer promptly after CLOSING.

19. All money paid on account of this contract, and the reasonable expenses of examination of the title to the PREMISES and of any survey and survey inspection charges are hereby made liens on the PREMISES and collectable out of the PREMISES. Such liens shall not continue after default in performance of the contract by PURCHASER. **provided such charges are reasonable and do not exceed \$350.00.**

20. If SELLER is unable to transfer title to PURCHASER in accordance with this contract, SELLER'S sole liability shall be to refund all money paid on account of this contract, plus all charges made for: (i) examining the title, (ii) any appropriate additional searches made in accordance with this contract, and (iii) survey and survey inspection charges. Upon such refund and payment this contract shall be considered cancelled, and neither SELLER nor PURCHASER shall have any further rights against the other. ****provided such charges are reasonable and do not exceed \$350.00.**

21. PURCHASER has inspected the buildings on the PREMISES and the personal property included in this sale and is thoroughly acquainted with their condition. PURCHASER agrees to purchase them "as is" and in their present condition subject to reasonable use, wear, tear, and natural deterioration between now and CLOSING. PURCHASER shall have the right, after reasonable notice to SELLER, to inspect them before CLOSING.

22. All prior understandings and agreements between SELLER and PURCHASER are merged in this contract. It completely expresses their full agreement. It has been entered into after full investigation, neither party relying upon any statements made by anyone else that are not set forth in this contract.

23. This contract may not be changed or cancelled except in writing. The contract shall also apply to and bind the distributees, heirs, executors, administrators, successors and assigns of the respective parties. Each of the parties hereby authorize their attorneys to agree in writing to any changes in dates and time periods provided for in this contract.

24. Any singular word or term herein shall also be read as in the plural whenever the sense of this contract may require it.

CONTINUED ON RIDER ATTACHED

In Presence Of:


Ralph Wortmann


Robert Sorrentino

Closing of title under the within contract is hereby adjourned to
at _____ o'clock, at _____

19 _____; title to be closed and all adjustments to be made

as of _____ 19 _____

Dated, _____ 19 _____

For value received, the within contract and all the right, title and interest of the purchaser thereunder are hereby assigned, transferred and set over unto

and said assignee hereby assumes all obligations of the purchaser thereunder.

Dated, _____ 19 _____

Purchaser

Assignee of Purchaser

PREMISES

Section

Block

Lot

County or Town

Street Numbered Address

Recorded At Request of

TITLE NO.

Corporation

Upon such refund and payment this contract shall be void and the parties shall have any further rights against the other. **provided such charges are reasonable and do not exceed \$350.00.

21. PURCHASER has inspected the buildings on the PREMISES and the personal property included in this sale and is thoroughly acquainted with their condition. PURCHASER agrees to purchase them "as is" and in their present condition subject to reasonable use, wear, tear, and natural deterioration between now and CLOSING. PURCHASER shall have the right, after reasonable notice to SELLER, to inspect them before CLOSING.

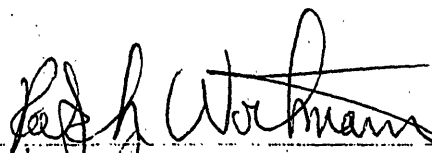
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24. Any singular word or term herein shall also be read as in the plural whenever the sense of this contract may require it.

CONTINUED ON RIDER ATTACHED

In Presence Of:



Ralph Wortmann


Robert Sorrentino

Closing of title under the within contract is hereby adjourned to
at _____ o'clock, at _____

19

; title to be closed and all adjustments to be made

as of _____ 19

Dated, _____ 19

For value received, the within contract and all the right, title and interest of the purchaser thereunder are hereby assigned, transferred and set over unto

and said assignee hereby assumes all obligations of the purchaser thereunder.

Dated, _____ 19

Purchaser

Assignee of Purchaser

PREMISES

Section

Block

Lot

County or Town

Street Numbered Address

Recorded At Request of

 TITLEUSA Insurance Corporation
of New York

RETURN BY MAIL TO:

TITLE NO.

To:

Standard Form of New York
Board of Title Underwriters
Distributed by

 TITLEUSA Insurance Corporation
of New York

Zip No.

NEW WINDSOR ZONING BOARD OF APPEALS
Regular Session
April 25, 1988

(ZBA #4-042588.ZBA)

PLEASE BE ADVISED THAT OUR MEETING WILL BE HELD AT THE ALBERT MARASCO SENIOR CITIZEN CENTER LOCATED AT 555 UNION AVENUE (REAR OF TOWN HALL ON LEFT SIDE OF PROPERTY).

REVISED AGENDA:

7:30 p.m. - ROLL CALL

Motion to accept minutes of 4/11/88 meeting as written.

PRELIMINARY MEETINGS:

1. DIPLOMAT ASSOCIATES/BANTA'S FOOD CO. - Request for use variance to permit addition to Banta's Steak and Stein Restaurant located on Union Avenue in an OLI zone. Matter referred by Planning Board. Present: Phil Cerniglia, Architect.
2. FARRELL, WILLIAM - Request for pool in sideyard of property at 301 Butternut Drive - R-4 zone.
3. TANNER, JANE - Request for 60 ft. street frontage to obtain lot line change. Matter referred by Planning Board. Present: Elias D. Grevas, L.S. representing applicant.

PUBLIC HEARINGS:

1. LESHELMAR - Request for sign variance of 84 s.f. and 3 ft. height for Stewart Mall sign located on Route 207 in PI zone. Present: Lester Clark.
2. WORTMANN/SORRENTINO - Request for 10,495 s.f lot area variance and 35 ft. street frontage for construction of single-family residence on Weather Oak Hill in R-3 zone.
3. REIS, LAWRENCE - Request for 2 ft. 6 in. sideyard variance to construct two-car garage at 22 Willow Lane in R-4 zone.

Adjournment

120
255
207
2400
120
3500
147

Pat - 565-8550 (o)
562-7107 (h)